

CHILD SPECIALIST PARTICIPATION AGREEMENT
IN COLLABORATIVE PRACTICE

BETWEEN:

Parent 1

AND

Parent 2

(singularly a "Parent", collectively the "Parents")

AND THE CHILD SPECIALIST:

AND

Name

(the "Child Specialist")

The Parents have entered into this Child Specialist Participation Agreement ("**Participation Agreement**") to use the principles of the Collaborative Process to settle the issues arising from their family law matter; and they have retained the Child Specialist to assist them with certain aspects of the Collaborative Process as set out in this Participation Agreement.

In order to include a Child Specialist in the Collaborative Process, the Parents must have retained collaborative divorce lawyers, and preferably they will also have collaborative coaches. The lawyers and the collaborative coaches are referred to as the Collaborative Professionals in this Agreement.

1. GOAL OF COLLABORATIVE PROCESS:

The goal of the Collaborative Process is to settle all issues in a non-adversarial manner. The Parents aim to minimize the negative economic, social, and emotional consequences of litigation to themselves and to their family. The Child Specialist will assist the Parents in reaching this goal.

The role of the Child Specialist is to bring the child(ren)'s voice into the Collaborative Process. The Child Specialist role is not therapeutic and is time limited.

2. COMMENCEMENT OF COLLABORATIVE PROCESS

The Collaborative Process begins with the signing of the Lawyers' Participation Agreement.

The Parents may only retain a Child Specialist after the Lawyers' Participation Agreement has been signed.

3. END OF THE COLLABORATIVE PROCESS

The Collaborative Process ends when the first of the following events occurs:

- a. **Resolution:** resolution means the Parents have signed (before witnesses) a written agreement addressing all the issues in the dispute. Resolution includes an agreement addressing some but not all of the issues if the clients have agreed in writing that the remaining issues will not be resolved in the Collaborative Process (“**Resolution**”);
- b. **Collaborative Process ends with the Lawyers:** the process ends pursuant to the Lawyers’ Participation Agreement, either by termination of the process by a Lawyer or client or by withdrawal of a Lawyer; or,
- c. **Commencing Court Proceedings:** a Parent commences a court proceeding except in accordance with the Lawyers’ Participation Agreement.

4. ROLE OF THE CHILD SPECIALIST

The Child Specialist’s role is to:

- a. provide the child(ren) with an opportunity to voice their thoughts and feelings regarding the separation/divorce;
- b. provide the Parents and the Collaborative Professionals with information, guidance and resources to help the child(ren) through the separation;
- c. work with the Parents and the Collaborative Professionals to assist in developing an effective co-parenting plan and co-parenting relationship; and
- d. assist the child(ren) in adjusting to their changing circumstances.

The Child Specialist will only share information provided by the child(ren) with the Parents and the Collaborative Professionals if the child(ren) consent to the information being shared.

The Child Specialist will not make written or formal recommendations.

5. THE RESPONSIBILITIES OF THE PARENTS

Each Parent agrees:

- a. to maintain the confidentiality as set out in Part 11;
- b. to make every effort to reach efficient and amicable solutions that promote the best interests of the child(ren) and of the family as a whole;

- c. to resolve disagreements related to the child(ren) in such a way to promote a caring, loving and involved relationship between the child(ren) and both Parents;
- d. to support the child(ren)'s opportunity to be heard through the Child Specialist; and
- e. that all future discussions with the child(ren) regarding the separation will be done by mutual agreement or upon the advice of a Child Specialist or the coaches, and such communications will be respectful.

Each Parent agrees not to:

- a. question the child(ren) about what information is shared in their individual sessions with the Child Specialist;
- b. discuss with the child(ren) what the Child Specialist reports to the Parents or the Collaborative Professionals, except by mutual agreement or upon the advice of the Child Specialist or the collaborative coaches;
- c. disparage the other Parent to the child(ren); or
- d. have inappropriate communications in the presence of their child(ren) regarding the separation or the other Parent.

6. COMMUNICATION WITHIN THE CHILD SPECIALIST

Communications with the Child Specialist will be as directed by the Collaborative Professionals or the Child Specialist and will be respectful and constructive.

All written communication by the Parents to the Child Specialist will be copied to the other parent.

7. COMMUNICATION BETWEEN COLLABORATIVE PROFESSIONALS

The Parents consent to the Child Specialist and the Collaborative Professionals communicating with each other.

8. TERMINATION OF THE CHILD SPECIALIST'S SERVICES

Either Parent may terminate the Child Specialist's services by providing written notice to the Child Specialist and the Collaborative Professionals.

9. WITHDRAWAL FROM THE COLLABORATIVE PROCESS – BY CHILD SPECIALIST

The Child Specialist may withdraw from the Collaborative Process, for any reason, by giving written notice to the Parents and the Collaborative Professionals.

10. WITHDRAWAL FROM THE COLLABORATIVE PROCESS – BY PARENT

If a Parent wishes to withdraw from the Collaborative Process, the Parent must withdraw from the Collaborative Process pursuant to the Lawyers' Participation Agreement.

If a Parent withdraws from the Collaborative Process, the Child Specialist's services are terminated.

11. CONFIDENTIALITY

Except as set out in Part 13 below, all communications between the Child Specialist and the children, the Parents and the Collaborative Professionals and any documents generated by or for the Child Specialist are confidential and without prejudice. If subsequent litigation, arbitration or other process for dispute resolution occurs ("Any Proceeding"), the Parents agree that:

- a. neither Parent will introduce as evidence in Any Proceeding, information disclosed by the Child Specialist for the purpose of reaching a settlement;
- b. neither Parent will introduce as evidence in Any Proceeding the verbal agreements, concessions, or statements made during any meeting with the Child Specialist;
- c. neither Parent will introduce as evidence in Any Proceeding information disclosed during any meeting with the Child Specialist with respect to either Parent's behavior or legal position with respect to settlement;
- d. neither Parent will ask or subpoena the Child Specialist to testify in Any Proceeding, nor bring on an application to discover the Child Specialist, with regard any matters; and
- e. neither Parent will require the production at Any Proceeding of any notes, records, or documents in the Child's Specialist's possession.

12. WAIVER OF CONFIDENTIALITY

Confidentiality is waived in the following situations:

- a. a Child Specialist may disclose confidential information pursuant to the Code of Conduct that governs the Child Specialist's professional body;

- b. a Child Specialist may disclose confidential information, but must not disclose more information than is required, when the Child Specialist believes on reasonable grounds that there is an imminent risk of death or serious bodily harm, and disclosure is necessary to prevent the death or harm; and
- c. if there is reasonable suspicion a child under the age of 19 is being abused, the Child Specialist must report the information to the Ministry of Children and Family Development, pursuant to the legal obligations set out in the *Child and Family Services Act*.

13. NO PARTICIPATION IN NON- EVALUATIVE, EVALUATIVE REPORTS, OR ANY ADVERSARIAL PROCESS

The Child Specialist must not participate in or conduct any assessment or report, concerning these Parents, outside the Collaborative Process which includes:

- a. a section 211 or similar Evaluative Report;
- b. a section 202 or similar Non-Evaluative Hear the Child Report; or
- c. any custody or parenting evaluation or assessment as an expert or as a collateral.

Even if both Parents consent to the Child Specialist being interviewed as a collateral or conducting a Report, this does not conform to the International Academy of Collaborative Professionals (“IACP”) Standards and Ethics and is therefore not permitted.

The Child Specialist will not participate in any adversarial process, including but not limited to:

- a. the parenting co-ordination process;
- b. any arbitration; or
- c. any process that involves lawyers without re-entry into the Collaborative Process.

After Resolution, the Child Specialist may participate in meetings with collaborative coaches or in a mediation without lawyers if both Parents and the Child Specialist agree, subject to paragraph 14(b).

14. IACP STANDARDS AND ETHICS REGARDING PROFESSIONAL SERVICES BEFORE AND AFTER THE COLLABORATIVE PROCESS

Both the Parents and the Child Specialist specifically acknowledge the following standards in the IACP Standards and Ethics:

- a. **Mental Health Professionals:**

A person who has acted in a counseling capacity for a Parent or Parents will not serve in the role of a Child Specialist in a Collaborative matter involving that Parent or the Parent's dependent.

A Collaborative professional serving as a Child Specialist will inform the child(ren) about the Child's Specialist's role and the limits of confidentiality as appropriate, taking into account the child(ren)'s age and level of maturity.

- b. **Professional Services after Resolution of Process:** A Child Specialist may provide services following the resolution of a Collaborative matter, so long as the services remain consistent with their role in the Collaborative matter. A Child Specialist must have the consent of both Parents before providing services after Resolution. A Child Specialist may not serve as an individual or joint therapist to the Parent or Parents or to the child(ren) after Resolution.

15. PROFESSIONAL WORK AFTER TERMINATION OF COLLABORATIVE PROCESS OR WITHDRAWAL

If the Collaborative Process ends in any way other than a Resolution, a Child Specialist will not provide any service for the family in the future, unless the family re-enters the Collaborative Process.

16. TECHNOLOGY

The Child Specialist may participate in meetings remotely with the Collaborative Professionals, the child(ren) and/or the Parents.

For remote meetings, the Parents and the Child Specialist consent to use an online platform, such as Zoom, Skype, FaceTime, Google Meet, Microsoft Teams, teleconference or video calling to conduct their collaborative meetings. Neither Parent will have anyone else present or listening in during any meetings.

The Parents and the Child Specialist will not make any audio or visual recordings of their conversations and/or other interactions with each other, or of the meetings between the Child Specialist and the child(ren).

17. ACKNOWLEDGEMENT

Both Parents and the Child Specialist acknowledge that they have read this Participation Agreement, understand its terms and conditions, and agree to abide by them.

18. COUNTERPARTS

This Participation Agreement may be signed and dated by the Parents and the Child Specialist in counterparts, by original or electronic signature, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement, binding on the Parents and the Child Specialist when the last person signs it.

Dated: _____

Dated: _____

Signed: _____

Signed: _____

Parent 1:	Parent 2:
Email Address:	Email Address:

Dated: _____

Signed: _____

Child Specialist:
Email Address: